

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 14	
2. Amendment/Modification No.  P00001		3. Effective Date  2004JAN15		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATAD RISING ORIS (586)574-4284 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ORISR@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA GRAND RAPIDS RIVERVIEW CENTER BLDG 678 FRONT ST., NW GRAND RAPIDS, MI 49504-5352		Code S2303A	
				SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  EVANS TEMPCON INC. 701 ANN STREET NW GRAND RAPIDS, MI. 49504-2076  TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.  W56HZV-04-C-0197	
				<input type="checkbox"/>		10B. Dated (See Item 13)  2003DEC19	
Code 21102		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET INCREASE: \$221,128.44							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF BOTH PARTIES					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) PAMELA L. GROZDON GROZDONP@TACOM.ARMY.MIL (586)574-8552	
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2004JAN15

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0197 <b>MOD/AMD</b> P00001	<b>Page</b> 2 <b>of</b> 14
<b>Name of Offeror or Contractor:</b> EVANS TEMPCON INC.		

SECTION A - SUPPLEMENTAL INFORMATION

1. This Modification P00001 is issued to increase the quantity of this subject Contract W56HZV-04-C-0197 awarded December 19, 2003 to Evans Tempcon Inc by 299 units of PRON EH 4Y7017EH under CLIN 0002AA with 200% Option quantity under CLIN 0003AA.
2. CLIN 0002AA, PRON EH 4Y7017 EH, Qty: 299 EACH, Unit Price \$739.56, Total: \$221,128.44
3. Packaging for CLIN 0002AA is, I.A.W. AK 111552285 (M/B).
4. Delivery for CLIN 0002AA is, all 299 Units will be delivered 240 days after receipt of order.
5. Therefore, as a result of this action, the total amount of the contract including CLIN 0002AA, is increased by \$221,128.44 - that is, from \$376,436.04 to \$597,564.48.
6. Option CLIN 0003AA, Qty of 598 Units, Unit Price, \$739.56 Each.
7. Option CLIN 0003AA is not obligated under this Modification 0001AA
- 8 . Additional terms and conditions (see Section I) page 9 of 9 are hereby added.
9. All other terms and conditions of the contract remain the same.
10. The Contractor, Evans Tempcon Inc agrees that full consideration has been given to any and all excusable delays occuring prior to the date hereof. Also, the Contractor expressly waives any claim that conditions or circumstances heretofore existing excuse of any failure to meet the delivery schedule herein specified in the contract. Also, this contract modification constitutes full and final disposition of any and all matters under and relating to the Contract regarding any claim by the contractor, and is a full release of all demands against the government, and constitutes a negotiated agreement/settlement between the contractor and the government.

\*\*\* END OF NARRATIVE A 003 \*\*\*

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Name of Offeror or Contractor: EVANS TEMPCON INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: CLUTCH ASSEMBLY,FRI PRON: EH3A7108EH PRON AMD: 03 ACRN: AA AMS CD: 060011</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 212000</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: I.A.W. AK 11152285 (M/B) UNIT PACK: 01 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV3092T844 W25G1U J 3 DEL REL CD QUANTITY DEL DATE 001 309 15-AUG-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p>DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W56HZV3092T845 W62G2T J 3 DEL REL CD QUANTITY DEL DATE 001 200 15-AUG-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130</p>	509	EA	\$ 739.56000	\$ 376,436.04

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**Name of Offeror or Contractor:** EVANS TEMPCON INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NSN: 2520-01-115-2285 FSCM: 19207 PART NR: 11669643 SECURITY CLASS: Unclassified				
0002AA	0002AA  CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: CLUTCH ASSEMBLY,FRI PRON: EH4Y7017EH PRON AMD: 03 ACRN: AA AMS CD: 060011  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 212000  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: I.A.W. AK 111552285 (M/B) UNIT PACK: 01 LEVEL PRESERVATION: Military LEVEL PACKING: B  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV3353T843 W25G1U J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 145 0240  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001  DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W56HZV3353T844 W62G2T J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 154 0240  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u>	299	EA	\$ 739.56000	\$ 221,128.44

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Name of Offeror or Contractor: EVANS TEMPCON INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>(W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130</p> <p>NSN: 2520-01-115-2285 FSCM: 21102 PART NR: EVANS TEMPCON # FC212000 SECURITY CLASS: Unclassified</p> <p>OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p>				
0003AA	<p><u>200% OPTION CLIN</u></p> <p>NOUN: CLUTCH ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: FC 212000</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: I.A.W. AK 111552285 (M/B) UNIT PACK: 01 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC      SUPPL</p>	598	EA	\$ 739.56000	\$ 442,256.88

Name of Offeror or Contractor: EVANS TEMPCON INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001</div><div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DAYS AFTER AWARD</div></div><div><div>001</div><div>598</div><div>0240</div></div></div></div>				
	<div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP-TO) WILL BE FURNISHED PRIOR</div> <div>TO THE SCHEDULED DELIVERY DATE FOR</div> <div>ITEMS REQUIRED UNDER THIS</div> <div>REQUISITION.</div>				

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>JOB ORD NO</u>			PRIOR AMOUNT		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
0002AA	EH4Y7017EH	AA	2	\$		0.00	\$	221,128.44	\$	221,128.44
	060011									
						NET CHANGE	\$	221,128.44		

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>			ACCOUNTING <u>STATION</u>		INCREASE/DECREASE <u>AMOUNT</u>
Army	AA	97	X4930AC9D 6D	26KB	S20113	W56HZV	\$	221,128.44
						NET CHANGE	\$	221,128.44

		PRIOR AMOUNT <u>OF AWARD</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	376,436.04	\$	221,128.44	\$	597,564.48

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
H-1 CHANGED	52.217-4001 (TACOM)	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	APR/1997

(a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 598 units. The unit price for such option quantity shall be as set forth in CLIN 0003AA. This option may be exercised by the Government at any time, but in any event not later than 180 days after AWARD. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]



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SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 ADDED	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-2 ADDED	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-3 DELETED	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-4 ADDED	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-5 ADDED	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-6 ADDED	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-7 ADDED	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-8 ADDED	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-9 ADDED	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 CHANGED 52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE I (OCT 1997) AND ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in the following format: IN A FORMAT THAT CAN BE READ BY EXCEL FOR DOS OR WINDOWS, VERSION 5.0 OR EARLIER.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: IN A FORMAT THAT CAN BE READ BY EXCEL FOR DOS OR WINDOWS, VERSION 5.0 OR EARLIER.

[End of Provision]

L-2 CHANGED 52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)	OCT/1997
(a) <u>Exceptions from cost or pricing data.</u>		

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: IN A FORMAT THAT CAN BE READ BY EXCEL FOR DOS OR WINDOWS, VERSION 5.0 OR EARLIER.

[End of Provision]

L-3 ADDED    52.211-4054    PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES    MAR/1989  
 (TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

L-4 ADDED    52.215-4004    COST OR PRICING DATA    JUN/1999

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$500,000 and (ii) each prospective noncompetitive subcontract that:

- (1) Has an estimated value of \$10 million or more, or
- (2) Has an estimated value of more than \$500,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

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(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408.

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-5 ADDED 52.217-4004 DESTINATIONS FOR OPTION QUANTITIES FEB/1994  
(TACOM)

To compute a price for any option quantity, assume you'll be shipping a proportional share of the option quantity to each destination scheduled to receive shipments of the same item under the basic contract. For example, if the basic contract involves one third of the quantity to go to destination X, and two thirds to destination Y, assume those same percentages will apply to any option quantities the Government will exercise.

[End of Provision]

L-6 ADDED 52.219-4004 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999  
(TACOM)

(a) Concurrent with the offer in response to this solicitation, the The offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

L-7 ADDED 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999  
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small

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<b>Name of Offeror or Contractor:</b> EVANS TEMPCON INC.		

disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

[End of Provision]

Name of Offeror or Contractor: EVANS TEMPCON INC.

SECTION M - EVALUATION FACTORS FOR AWARD

Status	Regulatory Cite	Title	Date
M-1 ADDED	52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR/1984
M-2 ADDED	52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	JUN/1988
M-3 ADDED	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-4 ADDED	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998

(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

[End of Provision]